

1 Janet M. Herold
2 Regional Solicitor
3 Daniel J. Chasek
4 Associate Regional Solicitor
5 **Boris Orlov, Attorney** (CSBN #223532)
6 Office of the Solicitor (Sol#1119411)
7 United States Department of Labor
8 350 So. Figueroa St., Suite 370
9 Los Angeles, California 90071-1202
10 Telephone: (213) 894-5410
11 Facsimile: (213) 894-2064
12 orlov.boris@dol.gov

JS-6

13 Attorneys for the Plaintiff

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 **HILDA L. SOLIS,**
17 Secretary of Labor,
18 United States Department of Labor,

19 Plaintiff,

20 v.

21 **DAHDOUL TEXTILES, Inc.,**
22 a California Corporation,
23 **ALI DAHDOUL,** individually and as
24 managing agent of corporate defendants;
25 **IMAD DAHDOUL,** individually and as
26 managing agent of corporate defendants,
27 **AHMAD DAHDOUL,** individually and as
28 managing agent of corporate defendants,

Defendants.

Case No. CV12-9950 JFW(Ex)

CONSENT JUDGMENT

Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor (“Secretary”) and Defendants, Dahdoul Textiles, Inc., a California Corporation, Ali Dahdoul, individually and as managing agent of corporate defendant, Imad Dahdoul, individually and as managing agent of corporate defendant, and Ahmad Dahdoul, individually and as managing agent of corporate defendant (collectively “Defendants”), have

1 agreed to resolve the matters in controversy in this civil action and consent to the entry
2 of this Consent Judgment in accordance herewith:

3 A. The Secretary has filed a Complaint alleging that Defendants violated pro-
4 visions of Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as
5 amended ("FLSA"), 29 U.S.C. §§ 215(a)(2) and 215(a)(5).

6 B. Defendants have appeared and having retained defense counsel
7 acknowledge receipt of a copy of the Secretary's Complaint.

8 C. Defendants waive issuance and service of process and waive answer and
9 any defenses to the Secretary's Complaint.

10 D. The Secretary and Defendants waive Findings of Fact and Conclusions of
11 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
12 out further contest.

13 E. Defendants admit that the Court has jurisdiction over the parties and subject
14 matter of this civil action and that venue lies in the Central District of California.

15 F. Defendants understand and agree that demanding or accepting any of the
16 funds due employees under this Judgment or threatening any employee for accepting
17 money due under this Judgment or for exercising any of their rights under the FLSA is
18 specifically prohibited by this Judgment and may subject the Defendants to equitable
19 and legal damages, including punitive damages and civil contempt.

20 It is therefore, upon motion of the attorneys for the Secretary, and for cause
21 shown,

22 ORDERED, ADJUDGED, AND DECREED that the Defendants, their officers,
23 agents, servants, and employees and those persons in active concert or participation with
24 them who receive actual notice of this order (by personal service or otherwise) be, and
25 they hereby are, permanently enjoined and restrained from violating the provisions of
26 Sections 15(a)(2) and 15(a)(5) of the FLSA, 29 U.S.C. §§215(a)(2) and 215(a)(5), in any
27 of the following manners:

28 1. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any em-

1 ployee who in any workweek is engaged in commerce, within the meaning of the FLSA,
2 or is employed in an enterprise engaged in commerce or in the production of goods for
3 commerce, within the meaning of FLSA § 3(s), for any workweek longer than 40 hours
4 unless such employee receives compensation for his or her employment in excess of 40
5 hours in such workweek at a rate not less than one and one-half times the regular rate at
6 which he or she is employed.

7 2. Defendants shall not fail to make, keep, make available to authorized agents of
8 the Secretary for inspection, transcription, and/or copying, upon their demand for such
9 access, and preserve records of employees and of the wages, hours, and other conditions
10 and practices of employment maintained, as prescribed by regulations issued, and from
11 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and
12 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-
13 tions, Part 516.

14 3. Defendants, jointly and severally, shall not continue to withhold the payment
15 of \$130,000 in overtime pay hereby found to be due under the FLSA to 57 employees, as
16 a result of their employment by Defendants during the period of June 8, 2009 through
17 June 8, 2012 (“back wage accrual period”) as set forth in the attached Exhibit 1, showing
18 the name of each employee and listing on the same line the gross backwage amount due
19 the employee and the period covered by the Consent Judgment.

20 4. IT IS ORDERED AND ADJUDGED that the plaintiff shall also have and re-
21 cover from the defendants, jointly and severally, the additional amount of \$130,000
22 (constituting 100 percent of the back wages that so became due and unpaid in each in-
23 stance) as and for liquidated damages hereby found to be due under the FLSA.

24 5. The Defendants, jointly and severally, shall not continue to withhold payment
25 of \$10,000 in unpaid civil money penalties assessed against the Defendants and finally
26 determined, pursuant to authority granted in FLSA § 16(e), for violations of the overtime
27 pay provisions of the FLSA during the backwage accrual period.
28

1 6. To accomplish the requirements of Paragraphs 3, 4, and 5, Defendants shall de-
2 liver to the Wage and Hour Division, United States Department of Labor, 915 Wilshire
3 Blvd., Suite 960, Los Angeles, CA 90017, the following:
4

5 a. On or before December 1, 2012, a schedule in duplicate bearing the
6 name of the corporate Defendant, employer identification number, address, and
7 phone number of the corporate Defendant and showing the name, last known
8 (home) address, social security number, gross backwage amount (as listed in the
9 attached Exhibit 1), the amounts of legal deductions for social security and with-
10 holding taxes thereon (that the defendants shall pay directly to the federal and
11 State agencies entitled thereto, when due (and, in any event, not later than one
12 year after submitting to the plaintiff the last of the net backwage amounts due
13 hereunder)), and the resulting net backwage amount for each person listed in the
14 attached Exhibit 1.

15 b. On or before December 27, 2012, a separate check or money order for
16 each person named in the attached Exhibit 1, each of which shall be made payable
17 to the order of the particular person and the Wage & Hour Division, U.S. Depart-
18 ment of Labor, as alternative payees (for example: "Pay to the order of (Employ-
19 ee Name) or the Wage & Hour Div., Labor"), and each of which shall be in an
20 amount equal to 100 percent of the net amount due to the particular person after
21 making the aforementioned legal deductions (which deductions shall be submitted
22 by defendants to the federal and state agencies entitled to them, when due (and no
23 later than one year after submitting to the plaintiff the last payment due hereun-
24 der)) from the total gross amount listed opposite his or her name in the attached
25 Exhibit 1. In the event that a check is returned for "Not Sufficient Funds," De-
26 fendants shall replace such check with a cashier's check and provide to the Wage
27 and Hour Division an additional check in the amount of \$500.00 payable to the
28 United States Treasury for every returned check.

1 c. On or before December 27, 2012, a **separate** check or money order for
2 **each** person named in the attached Exhibit 1, each of which shall be made payable
3 to the order of the particular person and the Wage & Hour Division, U.S. Depart-
4 ment of Labor, as **alternative** payees (for example: "Pay to the order of (Employ-
5 ee Name) **or** the Wage & Hour Div., Labor"), and each of which shall be in an
6 amount equal to 100 percent of the total gross liquidated damages due hereunder
7 to the particular person, i.e. an amount equal to 100 percent of the total gross
8 amount listed opposite his or her name in the attached Exhibit 1. In the event that
9 a check is returned for "Not Sufficient Funds," Defendants shall replace such
10 check with a cashier's check and provide to the Wage and Hour Division an addi-
11 tional check in the amount of \$500.00 payable to the United States Treasury for
12 every returned check.

13 d. In the event of a default in the timely making of any of the payments
14 specified herein, the full amount under the backwage provisions of this Judgment
15 which then remains unpaid, plus interest at the rate of ten percent (10%) per year,
16 from the date of this Judgment until the full amount of this Judgment is paid in
17 full, shall become due and payable upon the Secretary's sending by ordinary mail
18 a written demand to the last business address of the Defendants then known to the
19 Secretary;

20 e. On or before December 27, 2012, a check or money order with the firm
21 name and "OT/CMP" written thereon payable to the order of "Wage & Hour Div.,
22 Labor," in the amount of \$10,000 in payment of the civil money penalty assessed
23 against the defendants for overtime pay violations.

24 7. The Secretary shall allocate and distribute the funds described in paragraph 3
25 and 4 less deductions for employees' share of social security and withholding taxes to
26 the persons named in the attached Exhibit 1, or to their estates if that be necessary, in her
27 sole discretion, and any money not so paid within a period of three years from the date
28 of its receipt, because of an inability to locate the proper persons or because of their re-

1 fusual to accept it, shall be then deposited in the Treasury of the United States, as miscel-
2 laneous receipts, pursuant to 29 U.S.C. § 216(c).

3 8. Defendants shall amend and maintain their payroll practices to comply with the
4 FLSA. To accomplish the provisions of this paragraph:

5 a. Defendants shall record all hours worked by employees in the payroll
6 records.

7 b. Defendants shall maintain all timecards and payroll records for a period
8 of not less than three years.

9 c. Defendants shall reflect all the amounts paid to employees, regardless of
10 the manner of payment, on the payroll records.

11 d. Defendants shall pay employees for all compensable waiting time.

12 e. Defendants shall not direct supervisors or payroll preparers to falsify
13 timecards in any manner including reducing the number of hours worked by
14 employees.

15 f. Defendants shall not request, require or otherwise cause employees to
16 sign inaccurate timecards.

17 g. Defendants shall not require employees to work "off the clock" either be-
18 fore or after their shift.

19 h. Defendants shall record all work performed by a single employee during
20 a pay period on one time card and not split up the hours worked on multiple
21 time cards regardless of the number of duties or tasks performed by that
22 employee;

23 9. Defendants, their officers, agents, servants, and employees and those persons
24 in active concert or participation with them, shall not in any way directly or indirectly,
25 demand, require or accept any of the backwages, liquidated damages or the funds in res-
26 titution of the retaliation from any of the employees listed on the attached Exhibit 1. De-
27 fendants shall not threaten or imply that adverse action will be taken against any em-
28 ployee because of their receipt of funds due under this Judgment. Violation of this para-

1 graph may subject the defendants to equitable and legal damages, including punitive
2 damages and civil contempt.

3 10. Defendants, their officers, agents, servants, and employees and those persons
4 in active concert or participation with them, shall not in any way retaliate or take any
5 adverse employment action, or threaten or imply that adverse action will be taken
6 against any employee who exercises or asserts his or her rights under the FLSA or pro-
7 vides information to any public agency investigating compliance with the FLSA. Viola-
8 tion of this paragraph may subject the defendants to equitable and legal damages, includ-
9 ing punitive damages and civil contempt.

10 11. On at least an annual basis, Defendants shall hire an independent third party
11 to conduct training at each location as to the requirements of the FLSA. The training
12 shall be for one session of not less than one hour with an opportunity for questions and
13 answers and shall address the FLSA's minimum wage, overtime, record keeping, and
14 anti-retaliation requirements. All supervisors as well as the individuals who determine
15 the employees pay or schedules or who prepare payroll shall attend this training. De-
16 fendants shall maintain documentation of these trainings for a period of four years and
17 provide it to representatives of the Secretary of Labor upon their request. This provision
18 shall be in effect for a period of four years from the date entry of this Judgment by the
19 Court.

20 12. Within the first six months of the execution of this Judgment, Defendants
21 shall allow representatives of the Wage and Hour Division of the U.S. Department of
22 Labor to conduct a presentation at each business location as to the requirements of the
23 FLSA and this Judgment. Defendants shall require all employees to attend this presenta-
24 tion.

25 13. Within 30 days of the entry of this Judgment Defendants shall supply all of
26 their employees with copies of the attached Exhibit 2, which summarizes terms of this
27 Judgment and the employees' rights under the FLSA. The English and Spanish versions
28 are attached. In addition, Defendants shall provide copies of Exhibit 2 to all new hires,

1 and post a copy at each business establishment in an area that is frequented by employ-
2 ees and where it is highly visible. This provision shall be in effect for a period of four
3 years from the date entry of this Judgment by the Court.

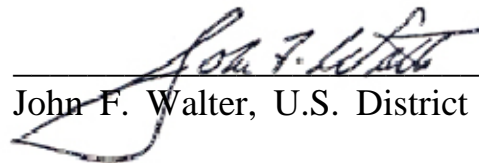
4 14. Within 10 days of the entry of this Judgment, Defendants shall post the
5 terms of this Judgment at each business establishment in an area that is frequented by
6 employees and where it is highly visible. This provision shall be in effect for a period of
7 four years from the date entry of this Judgment by the Court.

8 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the
9 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA
10 § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor
11 as to any employee named on the attached Exhibit 1 for any period not specified therein;
12 and, it is further

13 ORDERED that each party shall bear its own fees and other expenses incurred by
14 such party in connection with any stage of this proceeding, including but not limited to
15 attorneys' fees, which may be available under the Equal Access to Justice Act, as
16 amended; and, it is further

17 ORDERED that this Court shall retain jurisdiction of this action for purposes of
18 enforcing compliance with the terms of this Consent Judgment.

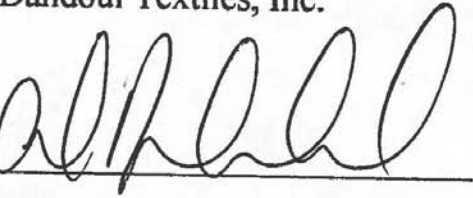
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21
22 Dated: November 29, 2012.



John F. Walter, U.S. District Court Judge

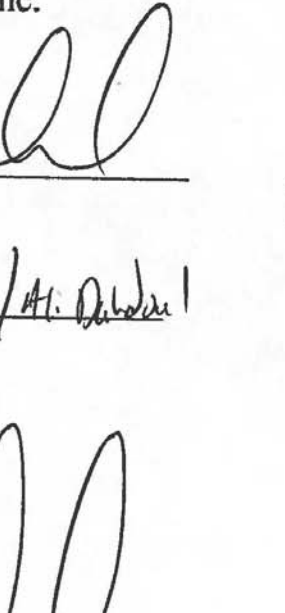
The Defendants hereby appear, waive any defense herein, consent to the entry of this Judgment, and waive notice by the Clerk of Court:

For: Dahdoul Textiles, Inc.

By: 


11-15-2012
Date

Its: vice president / Ali Dahdoul

For: Ali Dahdoul
By: 
Ali Dahdoul, Individually


11-15-2012
Date

For: Imad Dahdoul

By: 
Imad Dahdoul, Individually

11/15/2012
Date

For: Ahmad Dahdoul

By: 
Ahmad Dahdoul, Individually

11-15-2012
Date

1
2
3 Attorneys for the Defendants

4 EZRA BRUTZKUS GUBNER LLP
5

6
7 
8 _____
Richard Mann, Attorney

11/19/2012

Date

9 Ezra Brutzkus Gubner, LLP
10 21650 Oxnard Street, Suite 500
11 Woodland Hills, CA 91367
12 Tel: (818) 827-9000
13 Fax: (818) 827-9099
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1 For the Plaintiff:

2 M. PATRICIA SMITH

3 Solicitor of Labor

4 JANET M. HEROLD

5 Regional Solicitor

6 DANIEL J. CHASEK

7 Associate Regional Solicitor

8
9 

10 BORIS ORLOV, Attorney

11 Attorneys for the Plaintiff

12 U.S. Department of Labor

11-26-12

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Date

EXHIBIT 1

Name	Period Covered	Back Wages	Liquidated Damages
Acosta, Juan	10/10/2010 12/25/2011	\$2,496.00	\$2,496.00
Adame, Alex	10/3/2010 12/25/2011	\$2,704.00	\$2,704.00
Alfaro, Elsa	11/13/2011 12/25/2011	\$838.50	\$838.50
Alvarez, Eufemia	10/10/2010 12/25/2011	\$2,811.00	\$2,811.00
Alvarez, Roxana	10/4/2009 12/25/2011	\$4,056.00	\$4,056.00
Avila, Ana	10/3/2010 12/26/2010	\$1,352.00	\$1,352.00
Avila, Brenda	11/14/2010 12/25/2010	\$728.00	\$728.00
Avila, Sylvia	10/3/2010 2/26/2010	\$1,352.00	\$1,352.00
Barrueta, Brenda	10/10/2010 10/16/2011	\$1,456.00	\$1,456.00
Brado, Aida	10/11/2009 12/25/2011	\$4,056.00	\$4,056.00
Cabrera, Yenisleidy	12/11/2011 12/25/2011	\$416.00	\$416.00
Calderon, Eduardo	10/11/2009 12/25/2011	\$4,397.25	\$4,397.25
Canales, Wendy	10/18/2009 11/28/2010	\$1,265.51	\$1,265.51
Cardoza, Isaac	10/10/2010 12/25/2011	\$2,710.50	\$2,710.50
Castellano, Elsa	10/11/2009 12/27/2009	\$1,267.50	\$1,267.50
Chavez, Olga	12/5/2010 1/2/2011	\$520.00	\$520.00
Cisneros, Flores	11/13/2011 12/25/2011	\$728.00	\$728.00
Coto, Enrique	10/11/2009 12/25/2011	\$4,059.25	\$4,059.25
Eneyda, Prado	10/4/2009 12/25/2011	\$4,589.00	\$4,589.00
Espinoza, Angel	10/10/2010 12/25/2011	\$2,603.25	\$2,603.25
Flores, Abel	10/4/2009 12/25/2011	\$4,638.43	\$4,638.43
Galvan, Jose	10/3/2010 12/26/2010	\$1,248.00	\$1,248.00
Garcia, Anayali	12/12/2010 12/25/2011	\$728.00	\$728.00
Garcia, Raquel	12/5/2010 12/26/2011	\$728.00	\$728.00
Hernandez, Yadira	10/4/2009 12/25/2011	\$4,342.00	\$4,342.00
Landeros, Beatriz	10/3/2010 12/25/2011	\$2,811.25	\$2,811.25
Leal, Stephany	11/7/2010 12/25/2010	\$832.00	\$832.00
Lopez, Claudia	12/27/2009 12/25/2011	\$549.49	\$549.49
Lopez, Darvn	10/11/2009 12/27/2009	\$1,248.00	\$1,248.00
Lopez, Gladys	10/4/2009 1/1/2012	\$2,998.82	\$2,998.82
Lopez, Glency	10/3/2010 12/25/2011	\$2,788.50	\$2,788.50
Lopez, Merlin	10/4/2009 12/18/2011	\$4,069.00	\$4,069.00
Lopez, Sixta	9/13/2009 12/25/2011	\$4,553.00	\$4,553.00
Manriquez, Lizbeth	10/10/2010 12/25/2011	\$2,600.00	\$2,600.00
Marinero, Leovardo D.	10/3/2010 12/26/2010	\$1,436.50	\$1,436.50
Mejia, Mayra	11/7/2010 12/26/2010	\$832.00	\$832.00
Mejia, Obed	10/9/2011 12/25/2011	\$1,248.00	\$1,248.00
Melendez, Javier	10/3/2010 11/21/2010	\$838.50	\$838.50

1	Michel, Candelirio	10/3/2010	12/26/2010	\$1,352.00	\$1,352.00
	Miramontes, Cesar	10/24/2010	12/26/2010	\$1,040.00	\$1,040.00
2	Monje, Paola K.	10/3/2010	12/25/2011	\$2,704.00	\$2,704.00
3	Montejo, Luis	10/4/2009	12/25/2011	\$4,498.00	\$4,498.00
	Montoya, Belinda	10/3/2010	12/25/2011	\$2,704.00	\$2,704.00
4	Osorio, Oscar	10/31/2010	11/28/2010	\$520.00	\$520.00
	Racillas, Alejandro	10/3/2010	12/25/2011	\$1,872.00	\$1,872.00
5	Ramirez, Clara	10/11/2009	12/25/2011	\$4,598.75	\$4,598.75
6	Rodriguez, Selena E.	11/13/2011	12/4/2011	\$416.00	\$416.00
	Rojas, Yoselli	11/7/2010	12/25/2011	\$624.00	\$624.00
7	Ruiz, Helen Y.	10/4/2009	12/27/2009	\$1,352.00	\$1,352.00
8	Salguero, Beatriz	10/4/2009	12/25/2011	\$4,065.00	\$4,065.00
	Sarmiento, Javier	10/3/2010	12/25/2011	\$2,600.00	\$2,600.00
9	Soto, Maria	10/4/2009	12/25/2011	\$4,056.00	\$4,056.00
10	Trevino Jr., Billy J	10/3/2010	12/25/2011	\$2,704.00	\$2,704.00
	Bautista, Gustavo	10/4/2009	12/25/2011	\$2,912.00	\$2,912.00
11	Valdez, Leonardo	10/4/2009	12/25/2011	\$3,783.00	\$3,783.00
	Vargas, Carla	10/4/2009	12/25/2011	\$3,744.00	\$3,744.00
12	Zatarain, Clara	10/3/2010	10/23/2011	\$1,560.00	\$1,560.00
13	Total			\$130,000.00	\$130,000.00

EXHIBIT 2

LEGAL NOTICE TO ALL EMPLOYEES

The **Fair Labor Standards Act** provides that all employees must be paid **minimum wage** for all hours worked. In addition, employees must be paid **overtime**, at a rate of time and one half their regular rate, for the hours they work over 40 in a workweek. All employees, whether they are paid **hourly** or on a **piece or flat rate** basis are entitled to overtime when they work over 40 hours.

To resolve a lawsuit brought by the **Department of Labor**, the **United States District Court** entered an Order forbidding **Dahdoul Textiles, Inc.**, from violating the overtime requirements of the **Fair Labor Standards Act**. All employees who work in this establishment can help the employer not to violate the Court's Order. **If you think you are not being paid in accordance with the law, call the U.S. Department of Labor, Wage and Hour Division, at (213) 894-6375 and your name will be kept confidential.**

NOTICIA LEGAL A TODOS LOS EMPLEADOS

La ley de el **Fair Labor Standards Act** determina que se les debe de pagar a todos los empleados el **sueldo mínimo** por todas las horas que ellos trabajen. A su vez, también estipula que todo empleado que trabaje extra, más de 40 horas en una semana laboral, se les deberá pagar **a tiempo y medio** de lo que ganen por cada hora extra trabajada. Todos los empleados, independientemente de que se les pague por **hora** o por **pieza**, tienen derecho a que se les pague el tiempo extra cuando trabajan más de 40 horas en una semana laboral.

Para resolver una demanda laboral iniciada por el **Departamento Del Trabajo**, la **Corte de Distrito de los Estados Unidos** expidió una orden que prohíbe a **Dahdoul Textiles, Inc.**, de violar los requisitos de pago de el sueldo minimo y de el pago de sobretiempo que estipula la ley de el **Fair Labor Standards Act**.

Todos los empleados que trabajan en éste establecimiento pueden ayudar a que este empleador no viole la orden de la Corte. **Si usted piensa que no le están pagando de acuerdo a la ley, por favor llame al Departamento del Trabajo de los Estados Unidos, Division de Horas y Salarios, al (213) 894-6375. Su llamada será confidencial.**